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3.5 Notification to 3DO. Licensee will notify 3DO of any errors, bugs or defects that Licensee uncovers in the Development Environment Software or Documentation.

4. AUTHENTICATION AND REPRODUCTION.

4.1 Authentication. Prior to commercial distribution of any new Licensee Software title or version, Licensee shall provide to 3DO the number of master copies of the object code of such Licensee Software in combination with the Operating System Kernel in the form set forth on Exhibit C, as it may be amended by 3DO from time to time, along with a written request for processing by 3DO. 3DO may verify whether the Operating System Kernel has been reproduced accurately and completely onto such master copies and may perform other standard operations to determine whether the Licensee Software functions on a 3DO System. 3DO shall use reasonable efforts (i) within three (3) business days after receipt of the master copies from Licensee to complete such processing and ship copies of the processed disk to Licensee, and (ii) within ten (10) business days after receipt of such copy to complete testing of the Licensee Software and either provide written authorization for Licensee to commence pressing or advise Licensee that pressing may not commence because the Licensee Software does not function on any 3DO System according to 3DO's compatibility requirements. Any such defective master copies will be returned to Licensee for correction. In the event that the Licensee Software functions on some but not all commercially available models of 3DO Systems, or in the event that the 3DO System(s) on which the Licensee Software functions requires enhanced features (such as a keyboard or 3D glasses), Licensee shall be permitted to distribute the Licensee Software only with a sticker, as specified by 3DO and subject to the guidelines of Exhibits D and E, that notifies the purchaser of the 3DO Systems on which the Licensee Software does or does not function and/or the enhanced features of the 3DO System required in order to use the Licensee Software. Licensee may not have the Licensee Software pressed until 3DO has completed its testing and sent Licensee written authorization to commence pressing. The results of any testing, verification and other operations by or for 3DO shall not constitute representations or warranties by 3DO or give rise to any rights of reliance or otherwise for the benefit of Licensee or any third party.

4.2 Authorized Pressing Facilities. 3DO has entered or will enter into confidentiality and proprietary information agreements with certain compact disc pressing facilities. In order to protect the confidential and proprietary nature of the Operating System Kernel, Licensee shall choose among such facilities for the reproduction of the Licensee Software. At Licensee's request, 3DO will enter into similar confidentiality and proprietary information agreements with an alternative compact disc pressing facility suggested by Licensee if in 3DO's judgment such alternative facility meets 3DO's requirements for such pressing facilities, including 3DO's standards regarding quality, reliability, financial condition and protection and enforcement of 3DO's Intellectual Property Rights. 3DO agrees that it will not, for the following

reasons, object to any alternative pressing facility requested by Licensee pursuant to this Section 4.2: (i) such requested facility is dedicated to Licensee, or (ii) such requested facility provides more favorable production scheduling or more favorable pricing to Licensee than to its other customers. 3DO reserves its right to object to alternative pressing facilities for any other reasons. 3DO promptly shall notify Licensee of the identities of any newly authorized facilities. All financial, production scheduling and other arrangements regarding the manufacture of compact disc copies of the Licensee Software shall be negotiated between Licensee and its chosen compact disc pressing facility, consistent with the terms of this Agreement.

4.3 Masters. After 3DO has processed a master copy of Licensee Software as provided in Section 4.1 above, 3DO shall provide such processed master copy or copies to Licensee. 3DO may maintain possession of one (1) unprocessed master copy and one (1) processed master copy.

4.4 Reproduction. Licensee shall accompany its request for processing under Section 4.1 with a list of the country or countries of intended distribution of the Licensee Software to permit 3DO to perform the correct operations so that the Licensee Software will function properly on 3DO Systems in those countries. Licensee shall have the right, subject to Section 4.2, to purchase compact disc copies of the Licensee Software directly from its chosen pressing facility and the chosen pressing facility shall have the right to reproduce such compact disc copies for distribution and sale solely to Licensee and for no other use.

4.5 Limitations. Licensee agrees that Licensee Software will be reproduced only as set forth above and that Licensee will not attempt to circumvent such procedure. Licensee further agrees that 3DO shall have no obligation to process Licensee Software under Section 4.1 that does not comply with the requirements of this Agreement, including without limitation Sections 2.1, 2.8, 2.11, 2.12 and 4.1.

4.6 3DO Copies. Licensee agrees to provide to 3DO, at 3DO's request and at Licensee's expense (including freight charges), after the first commercial pressing, up to two hundred (200) copies of each title and version of the Licensee Software, for promotional purposes, including but not limited to demonstration at trade shows and press conferences. 3DO will reimburse Licensee for the license fees under this Agreement applicable to such copies. Licensee hereby grants to 3DO the right to perform publicly and display publicly any such title or version of Licensee Software for promotional purposes.

5. ROYALTIES AND FEES.

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5.1 Royalties.

(a) In consideration for the licenses granted hereunder, Licensee agrees to pay the royalties set forth on Exhibit C for each compact disc of Licensee Software that is reproduced by or for Licensee hereunder, less a standard defect rate for the compact disc pressing facility used by Licensee. 3DO shall determine such standard defect rate from time to time in consultation with each compact disc pressing facility and shall notify Licensee of such standard defect rate. If Licensee software is reproduced on more than one compact

disc. Licensee shall pay such royalty on each compact disc that contains all or any portion of the Licensee software.

(b) Unless otherwise provided in Exhibit C, payment of royalties due hereunder shall be made, at the option of Licensee, either: (i) to the pressing facility with the payment for the compact discs, in which event 3DO will collect such royalties from such facility, or (ii) directly to 3DO at the time the compact discs are ordered, in which event Licensee will provide a copy of each order and payment to 3DO concurrently with placing the order with the pressing facility. Licensee shall advise 3DO in writing prior to the initial pressing of the payment method Licensee elects and thereafter of any change in such payment method. In the absence of such written notice, Licensee shall be deemed to have elected (b)(i) or the method specified in the most recent notice received by 3DO. 3DO shall have the right to change the method of the payment of royalties hereunder, including without limitation changing the party to whom such payment is to be made and the timing for such payment (but payment shall not be required to be made earlier than the time the compact disc is ordered), upon sixty (60) days prior written notice to Licensee.

5.2 Processing Fee. Licensee shall pay a processing fee to 3DO in consideration for 3DO's activities under Section 4 above in the amount set forth on Exhibit C for each copy processed by 3DO. 3DO may increase the fee on Exhibit C from time to time, but only to reflect increases in 3DO's costs of performing the activities under Section 4.

5.3 Third Party Charges. From time to time 3DO may offer to Licensee enhancements to the Operating System Kernel that are based on third party intellectual property rights. 3DO intends to offer any such enhancements to Licensee at the cost 3DO incurs for the enhancement, including a reasonable allocation of overhead expenses. Licensee shall have no obligation to accept and pay for an enhancement, provided that if Licensee does not accept and pay for the enhancement, no Licensee Software may use the enhancement or the functionality provided by it. Nothing in this Agreement shall be construed as obligating 3DO to offer such enhancements or to do so at such cost.

5.4 Alternative Formats. 3DO intends to pursue possible distribution or dissemination of software for the 3DO System using a methodology other than compact disc. If such an alternative methodology is developed, 3DO agrees that Licensee will receive the opportunity to enter a separate license agreement for such other distribution or dissemination rights, which will include a royalty to 3DO of fifteen percent (15%) of Licensee's revenues from such distribution or dissemination. Licensee shall have no such distribution or dissemination rights unless it executes a separate license agreement therefor. Nothing in this Agreement shall be construed as obligating 3DO to introduce an alternative distribution methodology.

5.5 Taxes.

(a) The fees and royalties payable under this Agreement do not include any sales, use, excise, value-added, or similar taxes that may be applicable. When 3DO has the legal obligation to collect such taxes, the appropriate amount shall be paid by Licensee unless Licensee provides 3DO with

a valid tax exemption certificate authorized by the appropriate taxing authority. 3DO agrees to take such reasonable steps as may be practical to minimize such taxes.

(b) Licensee shall withhold from the gross royalty payments due under this Agreement the appropriate withholding taxes, if any, applicable to such royalty payments. The net royalties due to 3DO and the anticipated applicable withholding tax rate are set forth on Exhibit C to this Agreement. Licensee shall remit the withheld taxes to the appropriate taxing authorities, and shall provide to 3DO an official certificate of payment of such taxes or any other documentation and evidence necessary to verify their payment. In any event, Licensee shall be obligated to pay 3DO an amount that results in 3DO's actually receiving the net royalties due to 3DO as set forth on Exhibit C, after reducing the payment by the amount of any withheld taxes, regardless of the country from which such payment is made or a change in the applicable withholding tax rates.

5.6 Payment Terms. Licensee shall pay amounts due under Sections 5.2 and 5.3 above within thirty (30) days after the date of 3DO's invoice therefor.

5.7 Audit Rights. Licensee agrees to make and to maintain, until the expiration of two (2) years after the termination or expiration of this Agreement, complete books, records and accounts regarding copies of the Licensee Software reproduced and distributed hereunder and revenues therefrom. 3DO will have the right to have an independent auditor, not more than once every calendar year, examine such books, records and accounts during Licensee's normal business hours to verify Licensee's reports and payments made to 3DO (directly and by the pressing facilities) under this Agreement. If any such examination discloses that Licensee or a processing plant has not paid the proper royalty on all copies of Licensee Software reproduced hereunder and revenues therefrom, Licensee agrees promptly to pay, or if payment was being made through the pressing plant, assist 3DO to cause the processing plant to pay, the amount of any shortfall. If any such examination discloses a shortfall in payment to 3DO caused by Licensee of more than five percent (5%), Licensee shall also pay or reimburse 3DO for the reasonable auditing expenses incurred in connection with such examination, provided that the amount of auditing expenses reimbursed shall not exceed the amount of the shortfall being reimbursed.

5.8 Favorable Royalty. 3DO agrees that the net royalty rate applicable to Licensee hereunder shall not exceed the royalty rate generally applicable in connection with commercial distribution by other 3DO licensees whose principal place of business is located in the same country as Licensee's principal place of business and whose types of products and distribution rights are similar to those of Licensee. In the event that any such similar 3DO licensee receives a more favorable royalty rate in the future, other than in settlement of litigation, Licensee shall receive the same royalty rate for compact discs pressed after the date such more favorable royalty rate was provided to the third party.

6. 3DO SERVICES.

6.1 Support. 3DO will provide support to Licensee for the Development Environment and for the development of

Licensee Software in accordance with 3DO's then current policies and procedures as communicated to Licensee in writing from time to time.

6.2 Content Library. 3DO will provide access to the Content Library. From time to time 3DO may offer Licensee enhancements to the Content Library. 3DO intends to offer such enhancements to Licensee at the cost 3DO incurs for such enhancements. Content Library materials shall be subject to the terms of the license grant in Section 2.2 and the other limitations and restrictions of this Agreement.

6.3 Customer Lists and Market Information. 3DO will, from time to time, provide to Licensee lists of customers who have purchased a 3DO System and market research information on sales of the 3DO System and software, to the extent that it provides such information generally to its other licensees of the Operating System Kernel, and to the extent that 3DO has the right to disclose such information.

7. ADDITIONAL AGREEMENTS OF PARTIES.

7.1 Sales Reports. In order to enable 3DO to monitor the success of the 3DO System and provide market information, Licensee agrees to provide 3DO, within forty-five (45) days after the end of each calendar quarter of this Agreement, with a report showing gross revenues from and unit sales of Licensee Software for such calendar quarter, including title and product number, quantity distributed, and country in which distributed. Except to the extent that disclosure may be required under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended, and regulations thereunder (the "Securities Laws"), 3DO agrees it will only disclose such market information in an aggregate format that does not identify Licensee or any specific title or product number.

7.2 End User Notices. Each copy of Licensee Software containing the Operating System Kernel that is distributed hereunder shall include in the documentation, or other terms and conditions of sale, notices substantially equivalent to those (and presented in accordance with the conditions) set forth on Exhibit D. 3DO may modify the notices (and conditions) on Exhibit D upon sixty (60) days prior written notice to Licensee. After the end of such period, all documentation for Licensee Software shall be manufactured to the revised terms.

7.3 Freedom to Compete. Subject to the obligations set forth under this Agreement, each party agrees that nothing in this Agreement shall be construed as restricting or prohibiting either party from lawfully competing with the other party in any other aspects of its business. Licensee agrees that nothing in this Agreement shall be construed as restricting or prohibiting 3DO from developing its business in any lawful manner, and without limitation 3DO may in its sole discretion at any time during or after the term of this Agreement (i) develop and/or distribute any products, even if such products are competitive with and/or similar to any of Licensee's products or technologies (or any portion of any of such items), subject only to Licensee's and its licensors' copyrights, patent rights and other proprietary rights in and to such products and/or technologies, and (ii) enter into and maintain licensing relationships with any other persons or

entities, even if such third parties are competitors, ex-employees or licensors of Licensee.

7.4 Notice of Infringement. Licensee will notify 3DO immediately in writing of any breach or violation of the terms of this Agreement or any infringement, or suspected infringement, of 3DO's Intellectual Property Rights.

8. LIMITED WARRANTY AND DISCLAIMER.

3DO warrants that the media on which the Development Environment Software is recorded will be free from defects in materials and workmanship for a period of ninety (90) days after delivery. 3DO's sole liability and obligation with respect to breach of this warranty is to replace the defective media. Except as expressly provided herein, 3DO licenses the Development Environment Software, Operating System Kernel, and Content Library, and leases the Development Environment Hardware, to Licensee on an "AS IS" basis. 3DO AND ITS SUPPLIERS MAKE AND LICENSEE RECEIVES NO WARRANTIES OR CONDITIONS, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND THEIR EQUIVALENTS UNDER THE LAWS OF ANY JURISDICTION, REGARDING THE DEVELOPMENT ENVIRONMENT SOFTWARE, DEVELOPMENT ENVIRONMENT HARDWARE, OPERATING SYSTEM KERNEL OR CONTENT LIBRARY.

9. NOTICES AND TRADEMARKS.

9.1 Notices. Licensee shall not remove any copyright notices, trademark notices or other proprietary legends of 3DO or its suppliers contained within the Development Environment Software, Development Environment Hardware, Operating System Kernel or Content Library or related documentation or material and will reproduce such notices to the extent they appear in Licensee Software reproduced by or for Licensee pursuant to licenses granted herein.

9.2 Quality Control. In order for 3DO to maintain its interest in the Trademarks, Licensee agrees to be subject to the following requirements:

(a) Licensee shall use the Trademarks in conjunction with the Licensee Software in accordance with 3DO's guidelines set forth in Exhibit E (the "Guidelines"). 3DO shall have the right to revise the Guidelines from time to time upon sixty (60) days prior written notice to Licensee. Such revisions shall apply to all Licensee Software and related packaging and marketing materials manufactured after the effective date of the revision. Nothing herein shall restrict Licensee from using Licensee's own trademarks and logos in connection with the Licensee Software in addition to the 3DO Trademarks.

(b) Licensee agrees that (i) all Licensee Software shall be processed by 3DO according to the terms of this Agreement, (ii) all Licensee Software shall display the Trademarks as specified in the Guidelines; (iii) all Licensee Software will operate on at least one model of 3DO System that meets 3DO's specifications therefor and that is distributed by or for a licensee of 3DO, and Licensee will specify on a sticker information regarding the 3DO System models on which the Licensee Software does or does not

function, and enhanced features of the 3DO System that may be required, as specified in Section 4.1; and (iv) all statements made by Licensee in connection with the marketing and distribution of the Licensee Software shall be accurate and complete in all material respects. Prior to first customer shipment of each different Licensee Software title and version and from time to time thereafter upon the request of 3DO, Licensee shall provide to 3DO a reasonable number of samples of each different Licensee Software title and version so that 3DO may engage in testing to determine whether such software complies with the foregoing requirements.

(c) Licensee shall submit samples of the documentation, packaging, promotional, marketing and advertising materials bearing the Trademarks to 3DO from time to time as requested by 3DO to verify compliance with the Guidelines. Licensee shall immediately bring any non-conforming License Software, and any non-conforming packaging, promotional, marketing and advertising materials (as notified to Licensee by 3DO) into compliance with the Guidelines, and shall cease using any non-conforming materials.

(d) No rights or licenses are granted under this Agreement with respect to the trademarks of any of 3DO's suppliers except to the extent such trademarks are to be reproduced under Section 9.1.

9.3 3DO's Goodwill and Proprietary Rights.

(a) The Trademarks and the goodwill associated therewith are the exclusive property of 3DO and nothing in this Agreement grants Licensee or any other person any right, title or interest therein, except for the license expressly granted to use the Trademarks for the period and on the conditions stated in this Agreement.

(b) All uses of the Trademarks by Licensee or its Subsidiaries shall inure solely to the benefit of 3DO. Licensee shall not contest the validity of any of the Trademarks as set forth on Exhibit E on the date of this Agreement or 3DO's exclusive ownership of such Trademarks or their associated goodwill.

(c) Licensee acknowledges and agrees that to assist 3DO in maintaining the validity of the Trademarks, it will be necessary for Licensee to maintain records of its use of the Trademarks. Accordingly, during the term of this Agreement and for a period of six (6) months following any expiration or termination of this Agreement, Licensee shall maintain records of its use of the Trademarks. Such records shall include samples of all uses of the Trademarks for each title of the Licensee Software and each material revision thereof in each country, as well as information regarding the first use of each of the Trademarks in each country, sales revenue, and advertising expenditures of Licensee to promote the Trademarks.

(d) Upon 3DO's reasonable request, Licensee shall deliver to 3DO free of cost samples of use of the Trademarks for trademark registration purposes in compliance with applicable laws, provided that 3DO shall be under no obligation to obtain any such registration. Licensee shall assist 3DO in the procurement and maintenance of protection, including trademark registration in 3DO's name, of the Trademarks. Upon request, Licensee shall execute registered

user agreements for the Trademarks, and shall execute any documents that may be necessary to terminate Licensee's status as a registered user of any of the Trademarks. Any and all such trademark registrations for the Trademarks shall be procured by and for the benefit of 3DO and at 3DO's expense.

9.4 Adoption of Marks. During the term of this Agreement, Licensee shall not adopt, use, or register, whether as a corporate name, trademark, service mark or other indicia of origin, any of the Trademarks, or any word or mark confusingly similar to the Trademarks, in any jurisdiction.

9.5 Trademark Litigation.

(a) If Licensee becomes aware that any third party is or may be infringing any of the Trademarks, Licensee shall promptly provide written notice thereof to 3DO. Licensee shall not take any further action regarding the possible infringement of any of the Trademarks without 3DO's prior written approval.

(b) 3DO makes no guaranty or warranty concerning the validity of or non-infringement by the Trademarks. Licensee shall promptly inform 3DO of any actual or threatened litigation (a "Claim") by or against Licensee which arises out of the authorized use of the Trademarks. In the event of a Claim, 3DO shall either (i) select an alternative non-infringing mark which is as similar as possible to the unavailable Trademark, and that new mark shall then be governed by the terms of this Agreement, or (ii) assume the defense of the Claim and indemnify Licensee for any monetary judgment thereafter resulting from use, from and after the date 3DO was notified in writing of the Claim, of the Trademark(s) subject to the Claim. In no event shall 3DO have any liability to Licensee or any third party for any use of the Trademarks prior to the date of the Claim.

10. CONFIDENTIALITY.

10.1 Confidential Information. For the purposes of this Agreement, "Confidential Information" of 3DO means (i) the Development Environment Software, Development Environment Hardware, Documentation, Operating System Kernel, the 3DO System, and 3DO's business, marketing and technical plans, (ii) all documentation and information relating to the foregoing (other than documentation and information expressly intended for use by and release to end users or the general public), and (iii) any and all other information, of whatever type and in whatever medium (including without limitation all data, ideas, discoveries, developments, know-how, trade secrets, inventions, creations and improvements), that is disclosed or communicated orally, in writing or in any other form by 3DO to Licensee if the information is designated as (or is provided under circumstances indicating the information is) confidential or proprietary. "Confidential Information" of Licensee shall mean the Licensee Software as provided to 3DO pursuant to Section 4.1 and all documentation and information relating thereto that is disclosed or communicated orally, in writing or in any other form by Licensee to 3DO if the information is designated as (or is provided under circumstances indicating the information is) confidential or proprietary.

10.2 Preservation of Confidentiality.

(a) Each party ("receiving party") agrees that it will hold all Confidential Information of the other party ("disclosing party") in trust for the sole benefit of the disclosing party and for the exercise of the limited rights expressly granted to the receiving party under this Agreement. The receiving party shall take all steps necessary to preserve the confidentiality of the Confidential Information of the disclosing party, including, but not limited to, those steps that the receiving party takes to protect the confidentiality of its own most highly confidential information. Except as may be expressly authorized by the disclosing party in writing, the receiving party shall not at any time, either before or after any termination of this Agreement, directly or indirectly: (i) disclose any Confidential Information to any person other than an employee or subcontractor of the receiving party who needs to know or have access to such Confidential Information for the purposes of this Agreement, and only to the extent necessary for such purposes; provided, however, that Licensee may disclose, as necessary, the Confidential Information to another 3DO licensee of the right to reproduce and distribute the Operating System Kernel in connection with such licensee's software, provided that such licensee is bound to 3DO by confidentiality provisions similar to those contained herein; (ii) except as otherwise provided in this Agreement, duplicate the Confidential Information for any purpose whatsoever; or (iii) use the Confidential Information for any reason or purpose other than as expressly permitted in this Agreement.

(b) The receiving party shall notify each of its employees and subcontractors to whom it discloses or provides access to Confidential Information that such disclosure or access is made in confidence and, prior to such disclosure or provision of access, the receiving party shall obtain such employee's or subcontractor's written agreement to protect the confidentiality of the Confidential Information.

(c) Notwithstanding the foregoing, the receiving party may disclose the following information to prospective employees, in form and content approved in writing by the disclosing party, if reasonably necessary to obtain qualified employees: (i) the disclosing party's general business purpose, (ii) the general business relationship between the parties, and (iii) Licensee's general business plans with respect to 3DO platforms. Prior to the disclosure of any of the foregoing to any prospective employee, the receiving party shall first require the prospective employee to sign a confidentiality agreement under which the prospective employee agrees to keep the foregoing information confidential. Under no circumstances shall Licensee disclose any technical information regarding 3DO's or Licensee's 3DO-related products to prospective employees.

10.3 Obligations Upon Unauthorized Disclosure. If, at any time, the receiving party becomes aware of any unauthorized duplication, access, use, possession or knowledge of any Confidential Information, the receiving party shall immediately notify the disclosing party. The receiving party shall provide any and all reasonable assistance to the disclosing party to protect the disclosing party's proprietary rights in any Confidential Information that the receiving party or its employees or subcontractors

may have directly or indirectly disclosed or made available and that may be duplicated, accessed, used, possessed or known in a manner or for a purpose not expressly authorized by this Agreement, including, but not limited to, enforcement of confidentiality agreements, commencement and prosecution in good faith (alone or with the disclosing party) of legal action, and reimbursement for all reasonable attorneys' fees (and all related costs), costs and expenses incurred by the disclosing party to protect its proprietary rights in the Confidential Information. The receiving party shall take all reasonable steps requested by the disclosing party to prevent the recurrence of any unauthorized duplication, access, use, possession or knowledge of the Confidential Information.

10.4 Exceptions. The foregoing restrictions will not apply to information to the extent that the receiving party can demonstrate such information: (i) was known to the receiving party at the time of disclosure to the receiving party by the disclosing party as shown by the files of the receiving party in existence at the time of disclosure, (ii) has become publicly known through no wrongful act of the receiving party, (iii) has been rightfully received from a third party authorized by the disclosing party to make such disclosure without restriction, (iv) has been approved for release by written authorization of the disclosing party, or (v) has been disclosed by court order or as otherwise required by law (including without limitation to the extent that disclosure may be required under the Securities Laws), provided that the receiving party has notified the disclosing party immediately upon learning of the possibility of any such court order or legal requirement and has given the disclosing party a reasonable opportunity (and cooperated with the disclosing party) to contest or limit the scope of such required disclosure (including application for a protective order). Information shall not be deemed known to the receiving party or publicly known for purposes of the above exceptions (A) merely because it is embraced by more general information in the prior possession of the receiving party or others, or (B) merely because it is expressed in public material in general terms not specifically the same as Confidential Information.

10.5 Confidentiality of Agreement. Each party agrees that the terms and conditions of this Agreement shall be treated as Confidential Information; provided that each party may disclose the terms and conditions of this Agreement: (i) as required by any court or other governmental body or as otherwise required by law (including without limitation requirements to file a copy of this Agreement or to disclose information regarding the terms hereof or performance hereunder pursuant to the Securities Laws), provided that such party has notified the other party immediately upon learning of the possibility of any such requirement and has given the other party a reasonable opportunity (and cooperated with the other party) to contest or limit the scope of such required disclosure (including application for a protective order), (ii) to legal counsel, (iii) in confidence, to accountants, banks, and financing sources and their advisors, and (iv) in confidence, in connection with the enforcement of this Agreement or rights under this Agreement.

11. INDEMNIFICATION.

11.1 By 3DO. 3DO agrees to defend Licensee from any claim, suit or proceeding alleging that the Development

Environment Software, Development Environment Hardware, Operating System Kernel or Content Library materials ("Indemnified Items"), when used in accordance with the terms and conditions of this Agreement, infringe any copyright or trade secret of any third party and agrees to pay any liabilities, damages, costs and expenses (including the reasonable fees of attorneys and other professionals and all related costs and expenses) finally awarded in any such claim, suit or proceeding. 3DO shall be relieved of the foregoing obligation unless Licensee promptly notifies 3DO of any such claim and, at 3DO's option, permits 3DO to control the defense and settlement thereof. In the event of such infringement, 3DO shall use commercially reasonable efforts to obtain a license under the rights that are infringed; provided that if in 3DO's judgment such a license is not available on reasonable terms, 3DO may terminate the licenses granted to Licensee hereunder upon written notice to Licensee. 3DO shall have no liability for infringement based on (i) use of other than the current release of the Indemnified Items; (ii) modification of the Indemnified Items; or (iii) the combination or use of the Indemnified Items with software or any item or process not furnished by 3DO if such infringement would have been avoided by the use of the Indemnified Items alone. IN NO EVENT SHALL 3DO'S LIABILITY UNDER THIS SECTION 11.1 EXCEED THE TOTAL AMOUNT PAID BY LICENSEE TO 3DO UNDER THIS AGREEMENT. THIS SECTION 11.1 STATES 3DO'S ENTIRE OBLIGATION WITH RESPECT TO ANY CLAIM REGARDING INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY. 3DO AND ITS SUPPLIERS MAKE AND LICENSEE RECEIVES NO WARRANTIES OR CONDITIONS, EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO INTELLECTUAL PROPERTY RIGHTS, INCLUDING CLAIMS WITH RESPECT TO INFRINGEMENT THEREOF, EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 11.1.

11.2 By Licensee. Except to the extent 3DO is responsible for a claim under Section 11.1 above, Licensee shall indemnify, hold harmless and, at 3DO's request, defend 3DO from and against any and all claims, liabilities, damages and expenses (including the reasonable fees of attorneys and other professionals and all related costs and expenses) arising out of or in connection with Licensee's use, reproduction or distribution of the Licensee Software, including without limitation any claims, liabilities, damages or expenses resulting from claimed infringement or misappropriation of intellectual property rights or relating to claimed product liability or claimed breach of warranty or support obligations; provided, however, that Licensee shall have no obligation for any such claims, liabilities, damages or expenses arising from infringement by the Indemnified Items of any third party patents.

12. LIMITATION OF LIABILITY.

12.1 Limitation of 3DO's Liability. IN NO EVENT SHALL 3DO OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT, THE USE OF THE DEVELOPMENT ENVIRONMENT SOFTWARE, THE USE OF THE DEVELOPMENT ENVIRONMENT HARDWARE, OR THE USE OR DISTRIBUTION OF THE OPERATING SYSTEM KERNEL, CONTENT LIBRARY MATERIALS OR ANY LICENSEE SOFTWARE BY LICENSEE OR ANY THIRD

PARTY, WHETHER UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), INDEMNITY, PRODUCT LIABILITY OR OTHERWISE. THE FOREGOING LIMITATIONS SHALL NOT APPLY TO AMOUNTS WHICH 3DO MAY BE REQUIRED TO PAY TO THIRD PARTIES UNDER SECTION 11.1. IN NO EVENT SHALL 3DO'S LIABILITY ARISING UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR DIRECT DAMAGES, AND INCLUDING WITHOUT LIMITATION ANY LIABILITY UNDER SECTIONS 8, 11 AND 14.4, EXCEED THE TOTAL AMOUNT PAID BY LICENSEE TO 3DO UNDER THIS AGREEMENT.

12.2 Limitation of Licensee Liability. IN NO EVENT SHALL LICENSEE BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT, THE USE OF THE DEVELOPMENT ENVIRONMENT SOFTWARE, THE USE OF THE DEVELOPMENT ENVIRONMENT HARDWARE, OR THE USE OR DISTRIBUTION OF THE OPERATING SYSTEM KERNEL, CONTENT LIBRARY MATERIALS OR ANY LICENSEE SOFTWARE BY LICENSEE OR ANY THIRD PARTY, WHETHER UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE) INDEMNITY, PRODUCT LIABILITY OR OTHERWISE PROVIDED THAT LICENSEE EXPRESSLY AGREES THAT SUCH LIMITATIONS SHALL NOT APPLY TO DAMAGES RESULTING FROM LICENSEE'S BREACH OF SECTION 2, 4, 9, 10, 11.2 OR 13.6 OF THIS AGREEMENT AND PROVIDED FURTHER THAT SUCH LIMITATIONS SHALL NOT APPLY TO AMOUNTS WHICH LICENSEE MAY BE REQUIRED TO PAY TO THIRD PARTIES UNDER SECTION 11.2.

13. TERM AND TERMINATION.

13.1 Term. This Agreement shall continue in full force and effect for a period of three (3) years unless earlier terminated as provided in this Agreement. This Agreement may be renewed for one (1) additional three (3) year term at the option of Licensee upon ninety (90) days notice to 3DO prior to the end of the initial term, provided that Licensee is in compliance with all the terms and conditions of this Agreement, and subject to Licensee's agreement to 3DO's then current standard terms and conditions which shall be incorporated herein and supersede any conflicting provisions; provided, however, that the net royalty rate under Section 5.1(a) shall not increase; and provided further that Licensee shall not be restricted in the number of titles Licensee may create and 3DO shall not require that mass reproduction of Licensee Software be performed by 3DO.

13.2 Termination.

(a) If either party defaults in the performance of any provision of this Agreement, then the non-defaulting party may give written notice to the defaulting party that if the default is not cured within thirty (30) days this Agreement will be terminated. If the non-defaulting party gives such notice and the default is not cured during the thirty (30) day period or, if the default reasonably requires more than thirty (30) days to cure and the defaulting party has not made substantial and continuing efforts to cure the default, then this Agreement will terminate immediately upon notice by the non-defaulting party.

(b) This Agreement will terminate automatically without notice, (i) upon the institution by or against Licensee of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of Licensee's debts, (ii) upon Licensee's making an assignment for the benefit of creditors, or (iii) in the event of Licensee's dissolution or insolvency.

(c) Licensee may terminate this Agreement for any reason or for no reason upon thirty (30) days' written notice to 3DO.

(d) Notwithstanding Section 13.2(a) above, 3DO may terminate this Agreement immediately for any material breach of Sections 2.8, 2.14 and 4.5, without opportunity to cure.

13.3 Effect of Termination.

(a) Upon termination or expiration of this Agreement, all licenses granted hereunder shall terminate.

(b) Notwithstanding Section 13.3(a), if this Agreement expires and is not renewed or if Licensee terminates this Agreement pursuant to Section 13.2(a), Licensee shall have the right for ninety (90) days after the effective date of such expiration or termination to continue to: (i) distribute Licensee Software containing the Operating System Kernel; and (ii) use a limited number of copies of the Development Environment Software and Licensee Software containing the Operating System Kernel only to provide support for existing end users through the end of the ninety (90) day period.

(c) Promptly following termination or expiration of this Agreement, or of Licensee's rights to continued use and distribution under Section 13.3(b), Licensee and its subcontractors shall: (i) return to 3DO the originals and all copies of the Development Environment Software and Documentation and the Development Environment Hardware in their possession or control; (ii) destroy or cause to be destroyed the originals and all remaining copies of Licensee Software containing the Operating System Kernel in their possession or control; (iii) return to 3DO all tangible or retrievable materials containing or constituting Confidential Information, and any other material received from 3DO in connection with this Agreement, in their possession or control; (iv) erase any and all of the foregoing from all computer memories and storage devices within their possession or control; and (v) provide 3DO with a written statement certifying that they have complied with the foregoing obligations.

13.4 Survival. The parties' rights and obligations under Sections 2.6(b), 2.9, 2.10, 5.1, 5.5, 5.6, 5.7, 7.2, 8, 9, 10, 11, 12, 13.5 and 14 shall (to the maximum extent permitted by applicable law) survive any termination of this Agreement.

13.5 No Waiver. The failure of either party to enforce any provision of this Agreement shall not be deemed a waiver of such provision. The rights of 3DO under this Section 13 are in addition to any other rights and remedies provided by law or under this Agreement.

13.6 Remedies. Licensee acknowledges that breach of Sections 2, 4.5, 9 or 10 would cause irreparable harm to 3DO, the extent of which would be difficult to ascertain. Accordingly, Licensee agrees that, in addition to any other remedies to which 3DO may be entitled, 3DO may seek immediate injunctive relief in the event of a breach by Licensee or any of its employees or subcontractors of the provisions of Sections 2, 4.5, 9 or 10. In addition, Licensee shall indemnify 3DO for all losses, damages, liabilities, costs and expenses (including actual attorneys' fees and all related costs) which 3DO may sustain or incur as a result of such a breach.

14. MISCELLANEOUS.

14.1 Assignment. Licensee shall not, voluntarily, by operation of law or otherwise, assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of 3DO. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties and their respective successors and assigns.

14.2 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California, U.S.A., without reference to conflicts of law principles except to the extent that United States federal law preempts California law in which case United States federal law (including without limitation copyright, patent and federal trademark law) will apply, without reference to conflicts of law principles.

14.3 Dispute Resolution.

(a) Each party, to the extent permitted by applicable law, (i) hereby irrevocably submits itself to and consents to the exclusive jurisdiction of the United States District Court for the Northern District of California for the purposes of any suit, action or other proceeding in connection with any controversy, claim or dispute relating to this Agreement or to enforce a resolution, settlement, order or award made pursuant hereto, and (ii) hereby waives, and agrees not to assert, by way of motion, as a defense or otherwise, in any such suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of such court, that the suit, action or proceeding is brought in an inconvenient forum or that the venue of the suit, action or proceeding is improper. The parties hereby waive any rights they may have to a trial by jury in any such suit, action or proceeding. Each party hereby agrees to the entry of an order and to the confession of judgment to enforce a resolution, settlement, order or award made pursuant to this Section 14.3(a) by the United States District Court for the Northern District of California and in connection therewith hereby waives, and agrees not to assert by way of motion, as a defense or otherwise, any claim that such resolution, settlement, order or award is inconsistent with or violates any laws or public policy.

(b) Each party further irrevocably consents to service of process in any action, suit or proceeding by personal service or by the mailing of copies thereof by registered or certified airmail, postage prepaid, return receipt requested, to it at its address set forth on the first page of this Agreement, provided that a reasonable period for appearance is allowed. The foregoing, however, shall not limit the right

of a party to serve process in any other manner permitted by law. Any judgment against a party or the assets of a party in any suit for which such party has no further right of appeal shall be conclusive, and may be enforced in other jurisdictions by suit on the judgment in accordance with Section 14.3(a), a certified or true copy of which judgment shall be conclusive evidence of the fact and of the amount of any indebtedness or liability of such party therein described: provided always that a party seeking to enforce a judgment may at its option bring suit, or institute other judicial proceedings, against another party or any of its assets in the courts of any country or place where such other party engages in business or such assets may be found.

14.4 Attorney's Fees. Notwithstanding Section 12, if either party commences any action or proceeding against the other party to enforce this Agreement, the prevailing party in such action or proceeding shall be entitled to recover from the other party the reasonable attorney's fees (and all related costs and expenses), and all other costs and expenses incurred by such prevailing party in connection with such action or proceeding and in connection with enforcing any judgment or order thereby obtained.

14.5 Notices. All notices and other communications required or permitted hereunder shall be in writing and shall be mailed by registered or certified mail, postage prepaid, or otherwise delivered by hand, by messenger or by telecommunication, addressed to the addresses first set forth above or at such other address furnished with a notice in the manner set forth herein. Such notices shall be deemed to have been served when delivered or, if delivery is not accomplished by reason of some fault of the addressee, when tendered.

14.6 Disclaimer of Agency. This Agreement shall not be construed as creating an agency, partnership or any other form of legal association (other than as expressly set forth herein) between the parties.

14.7 Partial Invalidity. If any paragraph, provision, or clause thereof in this Agreement shall be found or be held to be invalid or unenforceable in any jurisdiction in which this Agreement is being performed, the remainder of this Agreement shall be valid and enforceable and the parties shall negotiate, in good faith, a substitute, valid and enforceable provision which most nearly effects the parties' intent in entering into this Agreement.

14.8 Complete Understanding. This Agreement, including all Exhibits, constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. No terms of any purchase order or similar document issued by Licensee shall be deemed to add to, delete or modify the terms and conditions of this Agreement. No amendment to or modification of this Agreement will be binding unless in writing and signed by a duly authorized representative of both parties, except that the exhibits to this Agreement (other than the net royalty amount due under Exhibit C and Exhibit F) may be modified by 3DO subject to any applicable notice requirements described in this Agreement.

14.9 Compliance with Laws. Licensee shall comply with all applicable laws and regulations applicable to Licensee's activities under this Agreement. Without limiting the generality of the foregoing, Licensee agrees (i) to comply with all Department of Commerce and other United States export controls, and (ii) not to produce or distribute Licensee Software in any country where such production or distribution would be unlawful.

14.10 United States Dollars. All license fees and royalties under this Agreement are quoted and to be paid in United States Dollars: provided, however, that 3DO reserves the right to receive payments in Licensee's local currency.

14.11 Language. This Agreement is in the English language only, which language shall be controlling in all respects, and all versions hereof in any other language shall be for accommodation only and shall not be binding upon the parties hereto. All communications and notices to be made or given pursuant to this Agreement, and all documentation and support to be provided hereunder, unless otherwise provided for herein, shall be in the English language.

14.12 Force Majeure. Except for the obligation to pay money, neither party shall be liable to the other party for any failure or delay in performance caused by reasons beyond such party's reasonable control.

14.13 Government Approvals. Licensee represents and warrants that no approvals or authorizations of any governmental authority are required in connection with the valid execution, delivery and performance of this Agreement. Licensee agrees to make any government filings that are required in connection with this Agreement and to provide 3DO with English language translations thereof.

14.14 3DO Consent. 3DO shall be entitled in its sole discretion to grant or withhold consent with respect to any provisions of this Agreement which provide for 3DO's consent or approval.

14.15 Absence of Third Party Beneficiaries. No provisions of this Agreement, express or implied, are intended or shall be construed to confer upon or give to any person other than the parties hereto any rights, remedies or other benefits under or by reason of this Agreement unless expressly provided otherwise herein. Except as so provided, all provisions hereof shall be personal solely between the parties.

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Effective Date: 12/12/93

EXHIBIT A

DEVELOPMENT ENVIRONMENT

(See attached price list)

All prices are F.O.B. 3DO's facilities. Licensee shall bear all costs of transportation, insurance and the like and shall bear the risk of loss after the products are placed in the possession of the carrier at such facilities.

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EXHIBIT B

APPROVED COUNTRIES

Australia
Austria
Belgium
Canada
Denmark
France
Finland
Germany
Greece
Hungary
Ireland
Italy
Japan
Luxembourg
Monaco
Netherlands
Norway
Portugal
Singapore
Spain
Sweden
Switzerland
United Kingdom
United States

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EXHIBIT C

ROYALTIES

1. Subject to Section 2, below, the net royalty payable by Licensee to 3DO for each compact disc containing any Licensee Software (or any portion thereof) that is reproduced by or for Licensee shall initially be three dollars (US \$3.00), payable in a manner consistent with Section 5.1(b) of the Agreement. Upon the commercial sale of 15,000,000 3DO Systems that are capable of operating the compact disc format of the Licensee Software, the net royalty payable by Licensee to 3DO shall be reduced to two dollars (US \$2.00) for each compact disc containing any Licensee Software (or any portion thereof) reproduced by or for Licensee beginning thirty (30) days after receipt by Licensee of written notice from 3DO of such royalty reduction. 3DO agrees to deliver to Licensee written notice of such royalty reduction pursuant to this Section 1 of Exhibit C no later than sixty (60) days following the end of the calendar quarter in which commercial sales of such 3DO Systems that are capable of operating the compact disc format of the Licensee Software shall exceed 15,000,000 units.
2. The net royalty payable by Licensee to 3DO for each compact disc containing any Licensee Software (or any portion thereof) that is reproduced by or for Licensee shall be governed by the terms of this Section 2 upon the first to occur of: (i) thirty (30) days after the date that Licensee receives 3DO's written notice of 3DO's election to receive royalties pursuant to this Section 2, or (ii) in the event that the Agreement shall be renewed, ten (10) years from the date of this Agreement. At such time and thereafter, the net royalties payable by Licensee to 3DO shall be equal to the greater of (*i) ten percent (10%) of Licensee's Net Revenues (as defined below) generated by the Licensee Software during each calendar quarter (the "Revenue Royalties") or (*ii) \$1.00 for each compact disc containing any Licensee Software (or any portion thereof) that is reproduced by or for Licensee during such calendar quarter. The royalty program under this Section 2 shall operate as follows:
 - (a) Licensee shall pay to 3DO an advance on royalties due 3DO pursuant to this Section 2 in the amount of two dollars (US \$2.00) for each compact disc containing any Licensee Software (or any portion thereof) that is reproduced by or for Licensee ("Advanced Royalties"). Advanced Royalties shall be paid in a manner consistent with Section 5.1(b) of the Agreement.
 - (b) Within forty-five (45) days after the conclusion of each calendar quarter, Licensee shall (i) pay to 3DO the balance of all Revenue Royalties due 3DO pursuant to this Section 2, if any, and (ii) deliver to 3DO a written statement, certified by the principal financial or accounting officer of Licensee, setting forth Licensee's calculation for such calendar quarter of Net Revenues generated by each specific title and version of the Licensee Software, the amount of Revenue Royalties, and the amounts due. Amounts due 3DO pursuant to this Section 2(b) in any calendar quarter shall equal the difference between Revenue Royalties generated in such calendar quarter and the Advanced Royalties received by 3DO in such calendar quarter. The amount of any refund of Advanced Royalties due Licensee pursuant to this Section 2(b) in any calendar quarter shall equal the difference between Advanced Royalties received by 3DO during such calendar quarter and the greater of (*i) Revenue Royalties generated in such calendar quarter, and (*ii) one dollar (US \$1.00) for each compact disc containing any Licensee Software (or any portion thereof) that was reproduced by or for Licensee during such calendar quarter. Any refund of Advanced Royalties due Licensee pursuant to this Section 2 shall be payable by 3DO to Licensee within thirty (30) days after receipt by 3DO of Licensee's invoice therefor, which invoice shall not be delivered to 3DO prior to the delivery of Licensee's written statement pursuant to this Section 2.
 - (c) To provide for verification of payments made by Licensee of royalties pursuant to this Section 2 of Exhibit C and Section 5.1(b) of the Agreement, Licensee agrees to provide 3DO, within forty-five (45) days after the end of each calendar quarter during the term of this Agreement, with a consolidated balance sheet of Licensee as of the end of such calendar quarter and a consolidated statement of income of Licensee for such calendar quarter, prepared in accordance with generally accepted accounting principles consistently applied and certified by the principal financial or accounting officer of Licensee. These reports shall be provided in addition to reports provided pursuant to Section 7.1 of the Agreement.
 - (d) For the purpose of this Section 2, "Net Revenues" generated by each title and version of the Licensee Software in any calendar quarter shall equal gross revenues actually invoiced for any and all compact discs containing any Licensee Software (or any portion thereof) shipped by or for Licensee in such calendar quarter, less the amount of any refunds or credits on actual returns resulting from manufacturing defects or stock balancing adjustments in such calendar quarter. Net Revenues shall be determined in accordance with generally accepted accounting principles consistently applied on the basis of arm's length arrangements by Licensee with its Distributors, pressing facilities and other parties. If any such arrangements are not at arm's length, the terms of an arm's length arrangement shall be substituted therefor in determining Net Revenues.
3. All royalty payments due 3DO pursuant to this Exhibit C shall be made without any set-off or counterclaim and shall be in amounts that are free and clear of and net of deductions or withholding for or on account of all present or future taxes, levies, imposts, fees, assessments, deductions or charges and withholding whatsoever imposed, assessed, levied or collected.
4. Anticipated withholding tax rate in Licensee's principal place of business: _____ %.
5. Processing Fee: \$425.00 for two copies of each title; \$100.00 for each additional copy per title.
6. Master Copy Format: Two (2) copies: Write-Once CD-ROM format

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Effective Date: 12/12/93

EXHIBIT D

END USER NOTICES

1. Use, duplication or disclosure by the U.S. Government is subject to restrictions as set forth in DOD FARs 252.227-7013 or FAR 52.227, as applicable, or equivalent rights of the U.S. or any foreign government.
2. The 3DO Company shall not be liable to the end user for any loss of data, lost profits, cost of substitute goods, or any incidental, consequential, special, punitive or other damages of any kind arising out of the use of or inability to use the software.
3. The 3DO Company makes no warranties, express, implied or statutory, regarding the software, including without limitation the implied warranties of merchantability and fitness for a particular purpose, or any equivalent warranties under the laws of any jurisdiction.
4. Do not use a front or rear projection television with this product. Your projection television screen may be permanently damaged if stationary scenes or patterns are played on your projection television. Similar damage may occur if you place this product on hold or pause. If you use your projection television with this product, neither The 3DO Company nor [name of Licensee] will be liable for any resulting damage. This situation is not caused by a defect in this product or the 3DO System; other fixed or repetitive images may cause similar damage to a projection television. Please contact your TV manufacturer for further information.
5. The execution of software with the 3DO System involves the use of patent rights, granted or applied for, in certain countries. A purchaser of the 3DO System is licensed to use such patent rights with software licensed by The 3DO Company. No license, implied or otherwise, is granted for the execution of other software.

The 3DO Company may be referred to as Licensee's licensor or supplier. The notice in Section 1, above, shall only be required in the event that the United States or any foreign government shall become, directly or indirectly, an end user of the Licensee Software. The notices in Sections 2 through 5, above, shall be in bold, capital letters and be conspicuous to end users.

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EXHIBIT E

TRADEMARKS AND GUIDELINES

(Examples shown on Appendix attached to this Exhibit)

1. 3DO Word Mark (consisting of the numeral 3 followed without spaces by the letters D and O) -- black and white and color versions
2. Design Mark -- black and white and color versions
3. Red, purple, yellow color scheme

TRADEMARK GUIDELINES

- A. The trademarks identified above are valuable property of The 3DO Company ("3DO") and are important tools to enable consumers to identify genuine products licensed by 3DO. Consistent use of the trademarks is essential to protect consumers, authorized licensees, and 3DO.
- B. The licensees must put trademark notices on each product, in documentation accompanying each product, on each container, on each piece of advertising or promotional materials and on screens for each product. The licensees must also use license notices in a format specified by 3DO.
- C. Unregistered trademarks should be followed by the "TM" symbol on at least one prominent appearance of the mark on packaging or on the first appearance of the mark in text or on screen. Alternatively, the following notice should appear on packaging or near the copyright notice in text or on screen: [Identify marks] are trademarks of The 3DO Company.
- D. Registered trademarks must appear with the circled "R" ("®") symbol at the upper right corner of the trademark. 3DO will advise licensees when registrations are obtained.
- E. Except as otherwise provided in this Agreement, the trademarks licensed hereunder may not be used on a product or in connection with a service, or in a business name, of another company. No variations, compounds, or imitations of the trademarks may be used in company or product or service names.
- F. The 3DO Word Mark must always be used either as a symbol standing alone or as an adjective describing a noun, with the noun being the generic name of the product to which the trademark is applied. (For example, "the 3DO system" or "a 3DO game, not "a 3DO"). Possessive or plural forms of "3DO" are not permitted.
- G. 3DO will provide its licensees with camera-ready artwork of its trademarks, specific Pantone Matching System color references for its marks and color scheme, and specific placement instructions for use on products, screen displays, documentation, packaging, advertisements and promotional materials. The trademarks must not be altered or modified in any way. The trademarks may be used in black and white, the exact color scheme specified by 3DO, or in a variety of color treatments as approved in writing by 3DO.
- H. In addition to the guidelines outlined above, 3DO will provide to Licensee from time to time, as permitted by the terms of this Agreement, with additional instructions which Licensee must follow in its use of 3DO's trademarks licensed pursuant to the terms of this Agreement.

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Effective Date: 12/12/93

EXHIBIT F

LICENSE CONFIRMATION

This License Confirmation may be filled out in place of a Software License Agreement with The 3DO Company if your company's parent company (as indicated below) currently has a valid Software License Agreement with The 3DO Company. This License Confirmation will then entitle your company to exercise the rights and you will be subject to the obligations of the Licensee under such Software License Agreement.

1. Your Company Name: _____
2. Parent Company Name: _____
3. Parent company owns or controls _____% of your company (must be 66% or more).
4. Date of Software License Agreement between the parent company and The 3DO Company: _____
5. The royalty rates set forth on Exhibit C are amended as follows with respect to your company:
Gross Royalty: \$ _____
Applicable Withholding Tax: _____%
Net Royalty: \$ 3.00 per copy
6. Your company's principal place of business is at the address set forth below.

The undersigned has read, understands and agrees to the terms and conditions of such Software License Agreement and is duly authorized to sign this License Confirmation on behalf of the company set forth below.

Company Name: _____
By: _____
Print Name: _____
Title: _____
Address: _____

Telephone: _____
Facsimile: _____
Date: _____

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Effective Date: 12/12/93

EXHIBIT G

3DO SYSTEM DESCRIPTION

(See Hardware Reference Summary attached to this Exhibit)

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3DO™ DEVELOPMENT ENVIRONMENT PRODUCTS PRICE LIST

3DO STANDARD DEVELOPMENT ENVIRONMENT:

<u>Prod. No.</u>	<u>Product Name</u>	<u>Description</u>	<u>Price</u>
SW100TK	3DO Toolkit Includes: 3DO Debugger 3DO Compiler 3DO Linker 3DO Assembler 3DO Librarian 3DO Decoder 3DO Animator 3DO FontWriter 3DO PPM Translator 3DO Custom Plug Ins 3DO CD Layout Tool 3DO Construction Set 3DO Custom Code Module 3DO Documentation	3DO Software Development Tool Suite Debugging tool C compiler Linker Assembler ARM tool for creating C libraries Object file decoder 32-bit paint and animation tool Creates & edits anti-aliased 3DO Fonts PPM to 3DO file format translator Plug in modules for use with Photoshop® CD title layout tool Imports and manipulates 3D models Custom code module for DeBabelizer® Manuals for the 3DO Toolkit	\$2,995.00*
HW105IS	3DO International Station Includes: CD ROM Drive Optical Link Card Optical Link Cable 2 Control Pads MPEG Decode Support*** Kanji Support NTSC/PAL Main Memory 3DO Portfolio†	3DO Hardware Development Environment-Intl. CD ROM drive for titles testing Optical interface for hardware system Cable for Optical Link communications Controller pad MPEG-1 audio/video decoder Kanji fonts in ROM NTSC and PAL display 4 MB (2MB DRAM:2MB VRAM), software switchable to 3 MB (2 MB DRAM:1 MB VRAM) 3DO Operating System	\$8,495.00**
HW104DC	3DO Development Card Includes: 1 Control Pad Kanji ROM NTSC/PAL Main Memory 3DO Portfolio†	3DO Development Card Controller pad Kanji fonts in ROM For NTSC and PAL development 4 MB (2MB DRAM:2MB VRAM), software 3DO Operating System	\$2,995.00**

MPEG ENCODING HARDWARE:

HW110MES	3DO Real Time MPEG Encoding System Includes: Intelligent Resources Video Explorer® 3DO MPEG Encoding Card Digidesign® Sound Accelerator II 3DO Encoding Manager	Single-pass MPEG encoding of both video and audio Video capture hardware (NTSC/PAL support) Performs real-time video encoding Performs real-time audio encoding User-interface and control software for set-up and control of the encoding process	\$29,995.00††
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3DO SOFTWARE:

<u>Prod. No.</u>	<u>Product Name</u>	<u>Description</u>	<u>Price</u>
SW101AT	3DO Authoring Toolkit Includes: Macromedia Director 3.1 Macromedia MacroModel 1.5 Macromedia Three D 1.2 3DO Animator 3DO Font Writer 3DO Custom Plug Ins 3DO Construction Set 3DO Custom Code Module 3DO Extractor 3DO Documentation	3DO Authoring Environment Authoring, scripting and animation tool 3D modeling program 3D animation and image tool 32-bit paint and animation tool Creates & edits anti-aliased 3DO fonts Plug in modules for use with Photoshop® Imports and manipulates 3D models Custom code module for DeBabelizer® Extracts Director® data into 3DO format Manuals for the 3DO Authoring Toolkit	\$2,995.00

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* 3DO Toolkit is not sold as a site license. The number of copies of 3DO Toolkits at each site must equal or exceed the number of 3DO Stations.
 ** 3DO International Stations, and/or 3DO Development Cards.
 *** Requires purchase of a 3DO Toolkit.
 † Will be provided when available in Summer of 1994.
 †† Operating system software (3DO Portfolio) will be delivered with each 3DO Development Hardware.
 ††† Beta release software. final software will be available July 1994.

3DO™ DEVELOPMENT ENVIRONMENT PRODUCTS PRICE LIST

ADDITIONAL 3DO DEVELOPMENT EQUIPMENT

3DO HARDWARE:

<u>Prod. No.</u>	<u>Product Name</u>	<u>Description</u>	<u>Price</u>
HW101AC3 ^Δ	3DO Artist Card Bundle	Nubus card that displays images and cells on an NTSC monitor; includes 3DO Animator, 3DO FrameGrabber, and Plug Ins.	\$ 895.00
HW102TS-P	3DO Testing Station FZ-1	Multiplayer NTSC with switchable ROMs; supports Panasonic FZ-1 model.	\$ 899.00
HW102TS-PJ	3DO Testing Station FZ-1J	Multiplayer NTSC with switchable ROMs; supports Panasonic FZ-1J model, includes Kanji Font ROM.	\$ 899.00
HW101TS-PAL ^{ΔΔ}	3DO Testing Station FZ-1PAL(110 Volt) (Pre-Production Unit)	Multiplayer (110Volt) PAL with switchable ROMs; supports Panasonic FZ-1UK model	\$ 1200.00
HW102TS-PAL ^{ΔΔ}	3DO Testing Station FZ-1PAL(220 Volt) (Pre-Production Unit)	Multiplayer (220Volt) PAL with switchable ROMs; supports Panasonic FZ-1UK model	\$ 1200.00
HW103PM	3DO Mouse-Developer Peripheral Kit	Kit for 3 button mouse.	\$ 395.00
HW105PJ	3DO Joystick-Developer Peripheral Kit	Kit for extended joystick.	\$ 480.00
HW104PC	3DO Control Pad 4-Pack	For design and testing of 3DO multi-user titles	\$ 195.00

3DO CONTENT LIBRARY:

<u>Prod. No.</u>	<u>Product Name</u>	<u>Description</u>	<u>Price</u>
SW102CL	3DO Content Library Vol. 1	Library of images, music, etc.	\$ 995.00
SW103CL2	3DO Content Library Vol. 2	Additional Libraries	\$ 495.00*

OTHER DEVELOPER SOFTWARE:

<u>Prod. No.</u>	<u>Product Name</u>	<u>Description</u>	<u>Price</u>
SW104DS93	3DO Developer Symposium CD November 93	CD containing presentations and information from 11/93 USA 3DO Developer Symposium.	\$ 100.00

SOFTWARE MAINTENANCE PROGRAM:

<u>Prod. No.</u>	<u>Product Name</u>	<u>Description</u>	<u>Price</u>
SWM100P94*	3DO Software Maintenance Program	3DO Toolkit and Portfolio upgrades for one year (software and documentation)	\$300.00
SWM101U94*	3DO Software Maintenance Single Update Program	Single copy of software and documentation of a specific Toolkit or Portfolio Software Upgrade	\$300.00

^Δ Purchase of Artist Card Bundle requires purchase of one 3DO Toolkit with 3DO Development Card or 3DO International Station.

^{ΔΔ} Will be available in Summer 1994

* Content Library Vol. 2 may be purchased only in conjunction with Content Library Vol. 1, or separately only if Vol. 1 has already been purchased.

* See Software Maintenance Information Sheet for terms on these programs

Prices are subject to change without notice.

The product names listed above are trademarks of the 3DO Company. Photoshop is a registered trademark of Adobe Systems Incorporated. DeBabelizer is a registered trademark of Equilibrium, Incorporated. Video Explorer is a registered trademark of Intelligent Resources.

AGREEMENT NO.
LTHGR45773

EXHIBIT 5

NONDISCRIMINATION AND COMPLIANCE AGREEMENT

[See Policy Statement, attached hereto]

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EXHIBIT 5

NONDISCRIMINATION AND COMPLIANCE POLICY STATEMENT

During the performance of this Agreement Supplier shall comply, to the extent that this Agreement is subject to applicable provisions, with the following: Executive Order No. 11246, Executive Order No. 11625, Executive Order No. 12138, Executive Order No. 11701, Executive Order No. 11758, Section 503 of the Rehabilitation Act of 1973 as amended by P193516, Vietnam Era Veteran's Readjustment Assistance Act of 1974 and the rules, regulations and relevant Orders of the Secretary of Labor pertaining to the Executive Orders and Statutes listed above.

Monetary amounts of contractual or purchasing relationships and the number of Supplier's employees determine which Executive Order provisions are applicable. The following clauses shall be considered a part of this Agreement and all Orders expected to exceed \$2,500 only. The following table lists these clauses:

ANNUAL Contract Value		CLAUSES*										
		1	2	3	4	5	6	7	8	9	10	11
\$ 2,500	- \$ 10,000									X		
\$ 10,000	- \$ 50,000		X	X		X	X	X	X	X	X	
\$ 50,000	- \$ 500,000		X	X		X(2)	X	X	X	X	X	X(3)
\$ 500,000	- \$1,000,000		X	X	X(1)	X(2)	X	X	X	X	X	X(3)
\$1,000,000 or More			X	X	X(1)	X(2)	X	X	X	X	X	X(3)

(1) Applies only for businesses with 50 or more employees and federal contract of \$500,000.

(2) Applies only for businesses with 100 or more employees and this Agreement or an Order of \$50,000 or more.

(3) Applies only to this Agreement or an Order amounting \$100,000 or a facility to be used here from the subject of a commission under the Clean Air Act or the Federal Water Pollution Control Act and is listed by EPA.

*CLAUSES

1. Equal Employment Opportunity Provisions (To be included in both the Agreement and Orders).

In accordance with Executive Order 11246 dated September 24, 1965 as amended and Part 60 1 of Title 41 of the Code of Federal Regulations (Public Contracts and Property Management, Office of Federal Contract Compliance, Obligations of Contractors and Subcontractors), as amended, the parties incorporate herein by this reference the regulations and contract clauses required by those provisions to be made a part of government contracts and subcontracts.

2. Certification of Non-segregated Facilities.

Supplier certifies that it does not and will not maintain any facilities it provides for its employees in a segregated manner or permit its employees to perform their services at any location under its control, where segregated facilities are maintained, and that it will obtain a similar certification prior to the award of any nonexempt subcontract.

3. Certification of Affirmative Action Program.

Supplier certifies that it has developed and is maintaining an Affirmative Action Plan as required by Part 60 2 of Title 41 of the Code of Federal Regulations.

4. Certification of Filing of Employers Information Reports.

Supplier shall file annually on or before the 31st day of March complete and accurate reports on Standard Form 100 (EEO 1) or such forms as may be promulgated in its place.

5. Utilization of Minority and Women's Business Enterprises.

- It is the policy of the government that minority and women's business enterprises shall have the maximum practicable opportunity to participate in the performance of government contracts.
- Supplier shall use its best efforts to carry out this policy in the award of its subcontracts to the fullest extent consistent with the efficient performance of this Agreement. As used in this Agreement "minority business enterprise" means a business at least 50% of which is owned, controlled and operated by minority group members, or in the case of publicly owned business at least 51% of the stock of which is owned by minority group members. A women's business enterprise means a business which is 51% owned, controlled and operated by women. For the purpose of this definition, minority group members are Blacks, Hispanics, Asian Pacific Islanders, American Indians and Alaskan Natives. Supplier may rely on written representation by subcontractors regarding their status as minority or women's business enterprises in lieu of an independent investigation.

6. Utilization of Labor Surplus Area Concerns.

- It is the policy of the government to award contracts to labor surplus area concerns that agree to perform substantially in labor surplus areas where this can be done consistent with the efficient performance of the Agreement and at prices no higher than are obtainable elsewhere. Supplier shall use its best efforts to place its subcontracts in accordance with this policy.
- In complying with paragraph a) of this clause and with paragraph b) of Clause 10, "UTILIZATION OF SMALL BUSINESS CONCERNS" Supplier in placing its subcontracts shall observe the following order of preference:
 - small business concerns that are labor surplus area concerns;
 - other small business concerns; or
 - other labor surplus area concerns.

"Labor surplus area" means a geographical area identified by the Department of Labor as an area of concentrated unemployment, underemployment or an area of labor surplus. "Labor surplus area concern" means a concern that Supplier together with its first-tier subcontractors will perform

substantially in labor surplus areas. "Perform substantially in labor surplus area" means that the costs incurred on account of manufacturing production, or appropriate services in labor surplus areas exceed 50% of the Agreement price.

7.. **Minority and Women's Business Enterprises and Labor Surplus Area Subcontracting Program.**

- a) Supplier shall establish and conduct a program which will enable minority and women's business enterprises, as defined in Clause 5 "UTILIZATION OF MINORITY AND WOMEN'S BUSINESS ENTERPRISES", to be considered fairly as subcontractors and suppliers under the Agreement and which will encourage labor surplus area concerns, as defined in clause 6, "UTILIZATION OF LABOR SURPLUS AREA CONCERNS" to compete for subcontracts within their capabilities. In this connection Supplier shall:
 - (1) designate a liaison officer who will: (i) maintain liaison with duly authorized representative of the government of labor surplus area matters; (ii) supervise compliance with the Utilization of Labor Surplus Area Concerns clause; and (iii) administer Supplier minority and women's business enterprises and labor surplus area programs.
 - (2) provide adequate and timely consideration of the potentialities of known minority and women's business enterprises and of known labor surplus area concerns in all "make or buy" decisions.
 - (3) assure that known minority and women's business enterprises and known labor surplus area concerns will have an equitable opportunity to compete for subcontracts, particularly by arranging solicitations, time for preparation of bids, quantities, specifications and delivery schedules so as to facilitate the participation of minority and women's business enterprises and labor surplus area concerns.
 - (4) maintain records showing: (i) procedures which have been adopted to comply with the policies set forth in this clause including the establishment of a source list of minority and women's business enterprises and reports of subcontract awards to labor surplus area concerns; (ii) awards to minority and women's business enterprises on the source list (awards to women's firms listed by minority and non-minority); and (iii) specific efforts to identify and award contracts to minority and women's business enterprises.
 - (5) include the utilization of Minority and Women's Business Enterprises and the Labor Surplus Area Concerns clauses in subcontracts which offer substantial minority and women's business enterprises and labor surplus area subcontracting opportunities.
 - (6) cooperate with the government's contracting officer in any studies and surveys of Supplier's minority and women's business enterprises procedures and practices that the contracting officer may from time to time conduct.
 - (7) submit periodic reports of subcontracting to known minority and women's business enterprises with respect to the records referred to in subparagraph (4) above, in such a form and manner and at such time (not more often than quarterly) as the contracting officer may prescribe.
- b) Supplier shall insert in any subcontract hereunder which may exceed \$500,000 (or with regard to WBE, \$1,000,000 in the case of contracts for the construction of any public facility and which offer substantial subcontracting possibilities) provisions which shall conform substantially to the language of this arrangement, including this paragraph b).

8. **Special Disabled Veterans and Veterans of the Vietnam Era Affirmative Action and List of Employment Openings for Veterans.**

In accordance with Executive Order 11701, dated January 24, 1973, 38 U.S.C. § 2012 and Part 60 250 of Title 41 of the Code of Federal Regulations, as may be amended from time to time, the parties incorporate herein by this reference the regulations and contract clauses required by these provisions to be made a part of government contracts and subcontracts.

9. **Employment of the Handicapped.**

In accordance with Executive Order 11758, dated January 15, 1974, and Part 60 741 of Title 41 of the Code of Federal Regulations as may be amended from time to time, the parties incorporate herein by this reference the regulations and contract clauses required by these provisions to be made a part of government contracts and subcontracts.

10. **Utilization of Small Business Concerns and Small Business Concerns Owned and Controlled by Socially and Economically Disadvantaged Individuals.**

- a) It is the policy of the United States that small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals shall have the maximum practicable opportunity to participate in the performance of contracts let by the Federal agency.
- b) Supplier hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with the efficient performance of this Agreement. Supplier further agrees to cooperate in any studies or surveys as may be conducted by the Small Business Administration or the contracting agency which may be necessary to determine the extent of Supplier's compliance with this clause.
- c)
 - (1) As used in this Agreement the term "small business concern" shall mean a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.
 - (2) The term "small business concern owned and controlled by social and economically disadvantaged individuals" means a small business concern: (i) which is at least 51% owned by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least 51% of the stock of which is owned by one or more socially and economically disadvantaged individuals; and (ii) whose management and daily business operations are controlled by one or more of such individuals. Supplier shall presume that socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Native Americans, Asian Pacific Americans, and other minorities or any other individual found to be disadvantaged by the Small Business Administration pursuant to section 8(a) of the Small Business Act.
- d) Supplier acting in good faith may rely on written representation by their subcontractors regarding their status as a small business concern or a small business concern owned and controlled by socially and economically disadvantaged individuals.

11. **Clean Air and Water.**

Supplier agrees as follows:

- a) Supplier shall comply with all the requirements of Section 114 of the Clean Air Act as amended (42 U.S.C. 1857, et seq., as amended by Pub L 91 604) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251, et seq., as amended by Pub L 92 500), respectively, relating to inspections, monitoring, entry reports, information, as well as other requirements specified in Section 114 and Section 30 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued thereunder before the execution of the Agreement.
- b) Supplier agrees that no portion of the work required by this Agreement will be performed at a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when the Agreement was executed unless and until the EPA eliminates the name of such facility or facilities from such listing.
- c) Supplier shall use its best efforts to comply with clean air standards and clean water standards at the facility in which the Agreement is being performed.
- d) Supplier agrees to insert the substance of the provisions of this clause into any nonexempt subcontract, including this paragraph.

AGREEMENT NO.
LTHGR45773

EXHIBIT 6

CANCELLATION EXPENSE RECOVERY SCHEDULE

[See spreadsheet attached hereto]

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The 300 Company Budget of Expenses
For US West Omaha Trial
Exhibit 9

US West Expenses - Year 1

Monthly Man Month Requirement
Monthly Expense/Account
Monthly Total
Project Year To Date

	Oct-93	Nov-93	Dec-93	Jan-94	Feb-94	Mar-94	Apr-94	May-94	Jun-94	Jul-94	Aug-94	Sep-94	Full Year
25	25	26	27	31	32	34	34	35	36	36	36	36	366
\$16.7	\$16.7	\$16.7	\$16.7	\$16.7	\$16.7	\$16.7	\$16.7	\$16.7	\$16.7	\$16.7	\$16.7	\$16.7	\$199.5
\$417.6	\$417.6	\$417.6	\$417.6	\$417.6	\$417.6	\$417.6	\$417.6	\$417.6	\$417.6	\$417.6	\$417.6	\$417.6	\$4,985.8
\$417.6	\$417.6	\$417.6	\$417.6	\$417.6	\$417.6	\$417.6	\$417.6	\$417.6	\$417.6	\$417.6	\$417.6	\$417.6	\$4,985.8

US West Expenses - Year 2

Monthly Man Month Requirement
Monthly Expense/Account
Monthly Total
Project Year To Date

	Oct-94	Nov-94	Dec-94	Jan-95	Feb-95	Mar-95	Apr-95	May-95	Jun-95	Jul-95	Aug-95	Sep-95	Full Year
36	36	36	36	36	36	36	36	36	36	36	36	36	328
\$14.8	\$14.8	\$14.8	\$14.8	\$14.8	\$14.8	\$14.8	\$14.8	\$14.8	\$14.8	\$14.8	\$14.8	\$14.8	\$182.0
\$355.7	\$355.7	\$355.7	\$355.7	\$355.7	\$355.7	\$355.7	\$355.7	\$355.7	\$355.7	\$355.7	\$355.7	\$355.7	\$4,350.7
\$355.7	\$355.7	\$355.7	\$355.7	\$355.7	\$355.7	\$355.7	\$355.7	\$355.7	\$355.7	\$355.7	\$355.7	\$355.7	\$4,350.7

US West Expenses - Year 3

Monthly Man Month Requirement
Monthly Expense/Account
Monthly Total
Project Year To Date

	Oct-95	Nov-95	Dec-95	Jan-96	Feb-96	Mar-96	Apr-96	May-96	Jun-96	Jul-96	Aug-96	Sep-96	Full Year
19	19	19	19	19	19	19	19	19	19	19	19	19	162
\$11.8	\$11.8	\$11.8	\$11.8	\$11.8	\$11.8	\$11.8	\$11.8	\$11.8	\$11.8	\$11.8	\$11.8	\$11.8	\$138.6
\$166.2	\$166.2	\$166.2	\$166.2	\$166.2	\$166.2	\$166.2	\$166.2	\$166.2	\$166.2	\$166.2	\$166.2	\$166.2	\$1,662.2
\$166.2	\$166.2	\$166.2	\$166.2	\$166.2	\$166.2	\$166.2	\$166.2	\$166.2	\$166.2	\$166.2	\$166.2	\$166.2	\$1,662.2

Please Note: all \$ in Thousands

To determine the recovery rate of expenses and allocated overhead see cumulative total for monthly expenses and annual total for year, sum accordingly based on cancellation date.

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Provider Financial Requirements Form

Oman Basic Video Dialtone Trial

Please place a check mark in the appropriate box for all documents that are attached.

Financial Viability

- \$ 100,000 Letter of Credit

☒ Attached

Access to Programming

- This information is not to be provided with this form. It is to be provided to USWC within 45 days of the date of USWC's notification to the Provider of the Provider's participation in the trial.

Programming Delivery

- Means of delivering programming: Satellite (C-Band) video signals will be received by 5 4.5 meter and 1 3.2 meter Scientific Atlanta earth stations. The 3700-4200Mhz frequencies will be down-converted to 950-1450 Mhz and transmitted to USWC BVDI Gateway. VHF and UHF broadcast signals will be received by 7 Scientific Atlanta OCA antennae located on a tower. The receive antennae for both the satellite and broadcast signals will be located within 200 feet of the USWC BVDI Gateway and will be transmitted to it via .500 coaxial cable.

Customer Provided Equipment (CPE) (For digital services Providers)

- Letter from manufacturer of CPE stating:
 - CPE will meet USWC published network disclosure technical requirements
 - CPE will be produced in sufficient quantities to meet anticipated demand

☐ Attached

Inside Wiring

- Means of installing and maintaining end user customers' inside wiring: Interface will rely solely on USWC's transmission services, inside wiring and appropriate receiving equipment on the premises of the end user customer. Interface shall also rely on USWC's technical personnel for all end user customer maintenance.

Signal Quality Standards

- We intend to comply with USWC's published signal quality standards: ☒ YES ☐ NO

Company (Provider) Information

Interface Communications Group, Inc.

Name of Company

7490 Clubhouse Rd. #200, Boulder, Co. 80301

Address

(303) 530-4212

Telephone Number

803 530-1625

FAX Number

Authorized Company Representative

Jeffrey D. Morgan

Print Name

Authorized Company Representative

[Signature]

Signature

May 26, 1994

Date

Return completed form and attachments on or before June 13, 1994 via U. S. Certified Mail to:
Susan Portwood, Director, Broad band Product Development
1999 Broadway, 28th Floor, Denver, Colorado 80202

May 20, 1994

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PLAINTIFF'S
EXHIBIT

66
8:94CV89

EXHIBIT

66

THOMAS G. WYMAN
375 PARK AVENUE
NEW YORK, N. Y. 10152
(212) 755-0607

Mr. Jeffrey D. Morgan
Interface Communications Group, Inc.
7490 Clubhouse Road, Suite 200
Boulder, Colorado 80301

The
26th
May
1994

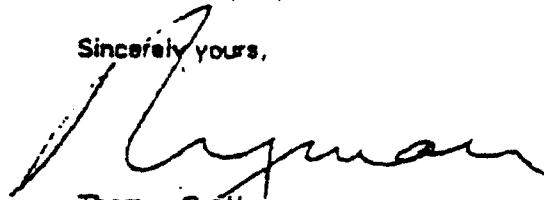
Dear Jeff,

As the sole General Partner of the TGW Limited Partnership, I hereby warrant and represent that I am placing at the disposal of Interface Communications Group, Inc. the amount of \$750,000, available upon demand.

This Letter of Credit is being offered to Interface upon the assumption that Interface has entered into a Services Agreement with US West Communications, Inc. to be a Level 3 video provider to its Video Dialtone Trial in Omaha, Nebraska. The term of this Letter of Credit shall be concurrent with the term of the Services Agreement, a copy of which I have received and reviewed.

I further represent and warrant that the net worth of TGW Limited Partnership is in excess of \$20 million and its financial capability can be evidenced through Morgan Guaranty Trust Company, New York.

Sincerely yours,



Thomas G. Wyman,
General Partner, TGW Limited Partnership

jtz

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Omaha Based Video Distribution Project

See Chart 1 for Analog Channel Descriptions

Requested/No.

☒ Yes ☐ No

Type of Channel

Common Analog Channels

- All Providers will get together as a group to determine programming content, channel numbers, and to select the Provider who will serve as the responsible party for transporting common channels into the BVDT network for all Providers.

- Common channels are not capable of being interdicted; all Providers and all end user customers will receive these channels.
- 12 channels.
- Channel Nos. 2 through 13, including the BVDT menu.

☒ Yes ☐ No

Anticipated
Number Requested:

28

Shared Analog Channels

- Providers who intend to offer shared analog channels will get together as a group to determine programming content, channel numbers, and the Provider who will serve as the responsible party for transporting shared channels into the BVDT network for all Providers who offer these channels.

- Once programming is determined by the Provider group, each Provider will then make its selection of specific channels it will offer.
- 28 channels available.
- These channels have interdiction capability.

☒ Yes ☐ No

Number Requested:

17

Non Shared Blocks of Analog Channels

- Each Provider may request one block of 11 to 17 channels.
- These channels have interdiction capability.

- Note: Single non shared analog channels may not be requested if a block of non shared is requested.

☐ Yes ☒ No

Number Requested:

Non Shared Single Analog Channels

- Each Provider may request one to three single channels.
- These channels have interdiction capability.

- Note: A block of non shared analog channels may not be requested if single non shared channels are requested.

Company (Provider) Information

Interface Communications Group, Inc.
Name
7490 Clubhouse Road, Suite 200, Boulder, Co. 80301
Address
(303) 530-4212 303,530-1625
Telephone Number FAX Number

Authorized Company Representative

Jeffrey D. Morgan
Print Name

Authorized Company Representative

[Signature] May 26, 1994
Signature Date

Return completed form on or before June 13, 1994, via U. S. Certified Mail to:
Susan Portwood, Director, Broadband Product Development
1999 Broadway, 28th Floor, Denver, Colorado 80202

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May 20, 1994